

# EXHIBIT A



## COUNTY CLERK & DISTRICT CLERK COURT RECORDS SEARCH

### Case #2020CI07178

**Name:** MATTHEW S EICHINGER

**Date Filed:** 4/15/2020

**Case Status:** PENDING

**Litigant Type:** PLAINTIFF

**Court:** 225

**Docket Type:** DEBT/CONTRACT

**Business Name:** 2020CI07178

**Style:** MATTHEW S EICHINGER

**Style (2):** vs COACHMEN RV ET AL

# Case History

Currently viewing all records

Sequence	Date Filed	Description
P00005	5/4/2020	ORIGINAL ANSWER OF FOREST RIVER INC
S00002	4/21/2020	CITATION CERTIFIED MAIL FORD MOTOR COMPANY ISSUED: 4/21/2020 RECEIVED: 4/21/2020 EXECUTED: 4/27/2020 RETURNED: 5/1/2020
S00001	4/21/2020	CITATION CERTIFIED MAIL COACHMEN RV ISSUED: 4/21/2020
P00004	4/15/2020	REQUEST FOR SERVICE AND PROCESS
P00003	4/15/2020	CIVIL CASE INFORMATION SHEET
P00002	4/15/2020	PETITION
P00001	4/15/2020	JURY FEE PAID

—CERTIFIED MAIL #Z0191120000131764410



Case Number: 2020-CI-07178

2020CI07178 S00001

MATTHEW S EICHINGER

vs.

COACHMEN RV ET AL

(Note: Attached document may contain additional litigants).

IN THE DISTRICT COURT  
225th JUDICIAL DISTRICT  
BEXAR COUNTY, TEXAS

**CITATION**

"THE STATE OF TEXAS"

DIRECTED TO: COACHMEN RV

BY SERVING ITS REGISTERED AGENT, CORPORATION SERVICE CSC-LAWYERS INCORP SERVICE  
211 EAST 7TH STREET 620  
AUSTIN TX 78701

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this CITATION and ORIGINAL PETITION , a default judgment may be taken against you." Said CITATION with ORIGINAL PETITION was filed on the 15th day of April, 2020.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 21ST DAY OF April A.D., 2020.

ADAM MOTT  
ATTORNEY FOR PLAINTIFF  
2929 ALLEN PKWY 200  
HOUSTON, TX 77019-7123



**Mary Angie Garcia**  
Bexar County District Clerk  
101 W. Nueva, Suite 217  
San Antonio, Texas 78205

By: *Laura Castillo*, Deputy

MATTHEW S EICHINGER  
vs  
COACHMEN RV ET AL

Officer's Return

Case Number: 2020-CI-07178  
Court: 225th Judicial District Court

Came to hand on the 21st day of April 2020, A.D., at 11:13 o'clock A.M. and EXECUTED (NOT EXECUTED) by CERTIFIED MAIL, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by delivering to: \_\_\_\_\_ at 211 EAST 7TH STREET 620 AUSTIN TX 78701 a true copy of this Citation, upon which I endorsed that date of delivery, together with the accompanying copy of the CITATION with ORIGINAL PETITION .

Cause of failure to execute this Citation is \_\_\_\_\_.

**Mary Angie Garcia**  
Clerk of the District Courts  
of Bexar County, TX

By: *Laura Castillo*, Deputy

FILED

4/15/2020 3:23 PM  
Mary Angie Garcia  
Bexar County District Clerk  
Accepted By: Victoria Angeles

W/ JD

2 CITS CML

**2020CI07178**

CAUSE NO.

MATTHEW S. EICHINGER

§ IN THE DISTRICT COURT OF

*Plaintiff,*

§

v.

§ BEXAR COUNTY, TEXAS

COACHMEN RV, a division of  
FOREST RIVER, INC. and  
FORD MOTOR COMPANY

§

*Defendants.*

§

225<sup>th</sup> JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

NOW COMES MATTHEW S. EICHINGER, hereinafter referred to as Plaintiff, complaining of and about COACHMEN RV, a division of FOREST RIVER, INC. ("Defendant Forest River") and FORD MOTOR COMPANY ("Defendant Ford"), hereinafter referred to as Defendants, and for cause of action shows the Court the following:

**DISCOVERY CONTROL PLAN LEVEL**

1. Plaintiff seeks monetary relief of \$100,000.00 or less, exclusive of costs, interest, and attorney fees, and intend that discovery be conducted under Discovery Level 3.

**PARTIES AND SERVICE**

2. Plaintiff MATTHEW S. EICHINGER is an individual residing in Bexar County, Texas.
3. Defendant COACHMEN RV is a division of FOREST RIVER, INC., a foreign profit corporation with a principal place of business located at 900 CR 1 North, Elkhart,

Indiana 46515. Upon information and belief, FOREST RIVER INC. is authorized to do business in Texas. This Defendant may be served with process by serving its registered agent, Corporation Service CSC – Lawyers Incorporating Service, 211 East 7<sup>th</sup> Street, Suite 620, Austin, Texas 78701.

4. Defendant FORD MOTOR COMPANY is a foreign profit corporation with a principal place of business located at 1 American Road, Dearborn, Michigan 48126. Upon information and belief, FORD MOTOR COMPANY is authorized to do business in Texas. This Defendant may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

**JURISDICTION AND VENUE**

5. The subject matter in controversy is within the jurisdictional limits of this court.
6. This court has jurisdiction over the parties because Defendants Forest River and Ford do business in Texas.
7. Venue in Bexar County is proper in this cause under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in this county.

**FACTS**

8. On or about September 6, 2019, Plaintiff purchased a new 2019 Coachmen Freelander Class C Motorhome, VIN 1FDXE4FS5JDC13404 (the “Subject Vehicle”) from an Authorized Dealership. Please see Exhibit A: Purchase Agreement.
9. The Subject Vehicle was purchased primarily for personal, family, and/or household purposes.

10. At the time of purchase, the Subject Vehicle was accompanied by a factory warranty which, in relevant part, provided for a Forest River 1 (one) year/12,000 mile limited warranty, a Ford 3 (three) year/36,000 mile chassis warranty, and a Ford 5 (five) year/60,000 mile Powertrain warranty (the “Warranties”). Please see Exhibit B: Pertinent Portion of Warranties. Warranties in their entirety are in Defendants’ possession.

11. The Defendants’ warranties covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

12. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted. Shortly after purchase, Plaintiff noticed numerous defects in the vehicle, including but not limited to: 1) the Subject Vehicle’s engine emits excessive amounts of heat into the cabin, making it nearly impossible for a passenger to occupy the passenger seat, despite repair attempts, 2) stabilizer stuck down, 3) stabilizer jack defects, necessitating replacement, 4) toilet clogs up constantly due to plumbing problems, 5) water leaking out of toilet bowl, 6) window behind recliners rattles loudly, 7) refrigerator flying open frequently and moving back and forth, during operation, 8) doghouse cover replaced due to defects, 9) “shut off” valve for water tank difficult to access, 10) driver’s rear stabilizer does not work after replacement, 11) replacement black tank handle is too far under carriage and difficult to reach, 12) piping is very low and prone to scraping, 13) coach door sticks shut and flies open when seems locked, 14) heater is loud and vibrates, 15) toilet valve flap seal defects necessitating replacement, 16) loud noise coming from right front tire area, 17) electric outlet inoperable when traveling, 18) excessive heat coming into cab from engine compartment, 19) stovetop came off while driving down interstate, and 20) refrigerator installed

on an angle. Plaintiff returned the vehicle to Authorized Dealerships for repair on at least 4 (four) occasions. Please see Exhibit C: Repair Orders.

13. Authorized Dealerships have test driven the vehicle and made repairs to the vehicle, however, the defects continue to exist. During said repairs the Subject Vehicle was out of service for at least 44 (forty-four) days.

14. Despite the prolonged time during which Defendants were given the opportunity to repair Plaintiff's Vehicle, Defendants failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

15. The defects experienced by the Plaintiff with the Subject Vehicle substantially impaired its use, value and safety to the Plaintiff, and has shaken the Plaintiff's faith in the vehicle to operate as dependable transportation.

16. Despite Plaintiff's repeated efforts to allow Defendants the opportunity to repair the Subject Vehicle, many nonconforming and defective conditions were not repaired and still exist.

17. Plaintiff directly notified Defendants of the defective conditions concerning the Subject Vehicle and that Plaintiff desired a buy-back of the Subject Vehicle. Please see Exhibit D: Written Notification.

18. This cause of action arises out of the Defendants' breaches of warranty and contract and violations of the enclosed statutes, as set forth in this Complaint.

19. As a result, Plaintiff seeks to revoke his acceptance of the Subject Vehicle and be refunded the purchase price, along with all expenses Plaintiff has incurred as a result of the Subject Vehicle's non-conformities, including loss of use of the Subject Vehicle, and reimbursement for expenses related to aftermarket items installed on the Subject Vehicle.

20. In the alternative, Plaintiff seeks damages in the form of all expenses Plaintiff has incurred as a result of the Subject Vehicle's nonconformities, including loss of use of the Subject Vehicle, diminution of value of the Subject Vehicle, and costs of repair to return the vehicle to its warranted state, as well as reimbursement for expenses related to aftermarket items installed on the Subject Vehicle.

**PLAINTIFF'S CLAIM OF BREACH OF WARRANTY**

21. Plaintiff incorporates by reference all of the allegations set forth above.

22. Defendant Forest River extended to Plaintiff a 1 (one) year/12,000-mile warranty and Defendant Ford extended to Plaintiff a 3 (three) year/36,000 mile chassis warranty and a 5 (five) year/60,000 mile Powertrain warranty ("Warranties").

23. Plaintiff, seeking to repair the Subject Vehicle, attempted to exercise his rights under the Warranty.

24. Defendant Forest River and Defendant Ford have failed to honor the terms of the Warranties.

25. As a result of the actions set forth above, Defendants have breached the Warranty.

26. As a result of Defendants' breach of Warranty, Plaintiff has and will continue to suffer significant monetary and consequential damages.

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter Judgment in favor of Plaintiff and against Defendants in an amount to be determined at the Trial of the matter, but believed to be monetary relief of \$100,000.00 or less, exclusive of costs, interest and attorney fees.

**PLAINTIFF'S CLAIM OF BREACH OF IMPLIED WARRANTY:**  
**TEXAS BUSINESS AND COMMERCE CODE SEC. 2.314**

27. Plaintiff incorporates by reference all of the allegations set forth above.

28. The aforementioned Subject Vehicle purchased by Plaintiff was subject to implied warranties of merchantability under the Texas Business and Commerce Code – Section 2.314.

29. A warranty that goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind as stated in Texas Business and Commerce Code Section 2.314(1). Said implied warranties included, but are not limited to, the following:

- a. Said Vehicle must pass without objection in the trade under the contract description; and
- b. Said Vehicle must be of fair average quality; and
- c. Said Vehicle must be fit for the ordinary purposes for which it is used.

30. Said Vehicle was not warranted and represented in that Defendants have failed and refused to repair any defects and nonconformities.

31. Plaintiff has given Defendants a reasonable opportunity to reinstate any and all warranties so as to cure any defects and nonconformities with the Subject Vehicle, but Defendants have failed to do so within a reasonable time and without costs to Plaintiff.

32. As a result of Defendants' breach of implied warranties, Plaintiff has and will continue to suffer significant monetary damages.

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter Judgment in favor of Plaintiff and against Defendants in an amount to be determined at the Trial of the matter, but believed to be monetary relief of \$100,000.00 or less, exclusive of costs, interest and attorney fees.

**PLAINTIFF'S CLAIM OF BREACH OF THE MAGNUSON-MOSS WARRANTY ACT**

33. Plaintiff incorporates by reference all of the allegations set forth above.

34. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2310(d)(1)(A).

35. Plaintiff is a consumer as defined by 15 USC § 2301(3).

36. Defendants are suppliers and warrantors as defined by 15 USC § 2301(4),(5).

37. The Subject Vehicle is a consumer product as defined by 15 USC § 2301(1).

38. 15 USC § 2301(6), requires Defendants, as warrantors, to remedy any defects, malfunction or nonconformance of the Subject Vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC § 2304(d).

39. The actions of Defendants as herein above described and in failing to tender the Subject Vehicle to Plaintiff free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiff, constitute a breach of the written and implied warranties covering the Subject Vehicle and are a violation of the Magnuson-Moss Warranty Act.

40. Despite repeated demands and despite the fact that the Plaintiff has complied with all reasonable terms and conditions imposed upon him by Defendants, Defendants have failed and/or refused to cure any defects and nonconformity with the Subject Vehicle.

41. As a result of Defendants' breach of express and implied warranties as set forth above, and Defendants' failure to honor its obligations under its warranties, Plaintiff has and will continue to suffer damages as enumerated above.

42. Defendants have had a reasonable opportunity to remedy the defects in the vehicle but have failed to do so, thereby entitling Plaintiff to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

43. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiff is entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

**WHEREFORE**, Plaintiff prays that this Honorable Court enter an order requiring Defendants to accept return of the Subject Vehicle and refund Plaintiff the purchase price, together with any and all incidental and consequential damages, including attorney fees as provided by 15 USC § 2310(d)(2) and such other and further equitable relief to which Plaintiff is entitled. In the alternative, Plaintiff seeks damages in the form of all expenses Plaintiff has incurred as a result of the Subject Vehicle's nonconformities, including loss of use of the Subject Vehicle, diminution of value of the Subject Vehicle, and costs of repair to return the vehicle back to its warranted state.

**PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff Matthew S. Eichinger respectfully prays that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendants for damages in an amount within the jurisdictional limits of the Court; at the maximum rate allowed by law; post-judgment interest at the legal rate; costs of court; attorney fees and costs; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

Respectfully submitted,

**LAW OFFICES OF JASON S. HEGEDUS, PLLC**

By: /s/ Adam Mott, Esq.  
Adam Mott, Esq.

Texas State Bar No.: 24089038  
2929 Allen Parkway, Suite 200  
Houston, Texas 77019  
(281) 742-9501 ext. 5125  
[amott@hegalaw.com](mailto:amott@hegalaw.com)

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY

# EXHIBIT A

## Buyer's Order

**Dealer/Seller Name and Address**  
 RON HOOVER CO OF BOERNE INC  
 29277 IH 10 WEST  
 BOERNE, TX 78006

**Buyer/Co-Buyer Name(s) and Address(es)**  
 MATTHEW S EICHINGER  
 16668 FALLEN TREE  
 SAN ANTONIO, TX 78247  
 210-771-6356

Date 09/06/2019  
 App No. 4038394/26877940

Stock No. 26317-196121-64160 Salesperson RICHARD LEWIS (BRN)  
 Contract No. 3515428

### Vehicle Information

New  Used  Demo  
 Year 2019 Lic. No.  
 Make FREELANDER Odometer Reading 1648  
 Model 32FS Color WHITE  
 Body Style ClassC  
 VIN 1FDXE4FS5JDC13404  
 Other N/A  
 N/A

### Insurance Information

Buyer has arranged insurance on the motor vehicle.  
 Insurance Company \_\_\_\_\_  
 Policy No. \_\_\_\_\_

### Trade-In Information

**Trade-in 1**  
 Year 2012 Lic. No.  
 Make CROSSROADS Odometer Reading \_\_\_\_\_  
 Model 300CK Color \_\_\_\_\_  
 Body Style NA  
 VIN \_\_\_\_\_  
 Lienholder Name BOW  
 Address \_\_\_\_\_

Phone 800-827-7500 Payoff \$22,677.10  
 Payoff good through \_\_\_\_\_  
 Approved \_\_\_\_\_

**Trade-in 2**  
 Year 2012 Lic. No.  
 Make FORD Odometer Reading 56500  
 Model LARIAT ECO BOOST Color \_\_\_\_\_  
 Body Style NA  
 VIN 1FTFW1CT3CFB53817  
 Lienholder Name \_\_\_\_\_  
 Address N/A

Phone \_\_\_\_\_ Payoff \_\_\_\_\_  
 Payoff good through \_\_\_\_\_  
 Approved \_\_\_\_\_

### Itemization of Sale

1. Vehicle Sales Price	\$ 88,898.00
2. Sales Tax	\$ 3,257.24
3. Subtotal (Add lines 1 + 2)	\$ 92,155.24
<b>Title, License &amp; Other Fees</b>	
4. Documentary fee	\$ 150.00
5. License Fee	\$ 182.75
6. Vehicle Inventory Tax	\$ 161.27
7. Inspection Fee-Paid to Inspection Station	\$ 7.50
8. Dealer Prep	\$ 895.00
9. N/A	\$ 0.00
10. N/A	\$ 0.00
11. N/A	\$ 0.00
12. N/A	\$ 0.00
13. N/A	\$ 0.00
14. N/A	\$ 0.00
<b>15. Total Other Fees</b> (Add lines 4 through 14)	\$ 1,396.52

### Additional Products

16. Route66 for Vehicle Service Contract	\$ 4,593.00
17. N/A	\$ 0.00
18. N/A	\$ 0.00
19. N/A	\$ 0.00
20. N/A	\$ 0.00
21. N/A	\$ 0.00
22. N/A	\$ 0.00
<b>23. Total Products</b> (Add lines 16 through 22)	\$ 4,593.00

24. Cash Sale Price (Add lines 3 + 15 + 23)	\$ 98,144.76
25. Trade-in Allowance	\$ 37,677.10
26. Less Payoff	\$ 22,677.10
27. Net Trade Allowance (Line 25-26)	\$ 15,000.00
28. Cash Down Payment	\$ 250.00
29. Deferred Down Payment	\$ 0.00
30. Total Down Payment (Line 27 + 28 + 29)	\$ 15,250.00
<b>31. Total Balance Due (Line 24-30)</b>	\$ 82,894.76

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.

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# EXHIBIT B

## **Warranty**

### **LIMITED WARRANTY MOTORIZED PRODUCTS RECREATIONAL VEHICLES BY FOREST RIVER INC.**

**FOREST RIVER INC.**

Thank you for choosing to purchase a Recreational Vehicle by Forest River Inc., a fine product in which design and construction have received the care that quality demands. This important warranty covers many items and is indicative of our desire to stand behind our products and assure our customers' complete satisfaction. If at any time the need arises to speak with a Forest River representative please find our contact information in our owner's manual or at [www.forestriverinc.com](http://www.forestriverinc.com).

**WARRANTY COVERAGE SUMMARY OF WARRANTY:** Forest River Inc., 55470 CR 1, P.O. Box 3030, Elkhart, Indiana 46515-3030 (Warrantor) warrants to the ORIGINAL CONSUMER PURCHASER ONLY, when purchased from an authorized Forest River Inc. dealer, for a period of one (1) year or twelve thousand (12000) miles, whichever occurs first from the date of purchase (Warranty Period), that the body structure of this recreational vehicle shall be free of substantial defects in materials and workmanship attributable to Warrantor.

**EXCLUSIONS FROM THIS WARRANTY:** Warrantor expressly disclaims any responsibility for damage to the unit where damage is due to condensation, normal wear and tear or exposure to elements. Warrantor makes no warranty with regard to, but not limited to, the chassis including without limitation, any mechanical parts or systems of the chassis, axles, tires, tubes, batteries and gauges, optional generators, routine maintenance, equipment and appliances, or audio and/or video equipment. Their respective manufacturers and suppliers may warrant some of these items. Warranty information with respect to these items is available from your dealer.

This recreational vehicle is designed solely for its intended purpose of recreational camping and personal use. Warrantor makes no warranty with regard to any recreational vehicle used for commercial, rental, or business purposes, or any recreational vehicle not registered and regularly used in the United States or Canada. For purposes of this limited warranty, it shall be deemed conclusive evidence of commercial, rental, or business purposes if the recreational vehicle is licensed, titled, registered, or insured in the name of any corporation, LLC, or any other form of business or commercial entity.

**LIMITATION AND DISCLAIMER OF WARRANTIES:** WARRANTOR EXPRESSLY LIMITS THE DURATION OF ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE EXCEPT IN THOSE STATES THAT DO NOT ALLOW THIS EXCLUSION. WARRANTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY PERIOD. No action to enforce express or implied warranties shall be commenced later than ninety (90) days after expiration of the Warranty Period. There is no warranty of any nature made by the Warrantor beyond that contained in this Warranty. No person has authority to enlarge, amend or modify this Warranty or to bind the Warrantor to any action under this warranty, except the Warrantor.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No action to enforce express or implied warranties shall be commenced without prior written notice to the manufacturer and/or Warrantor at the address listed above of the alleged defect or nonconformity or the authorized repair facility's failed repair attempt and MANUFACTURER, AT ITS DIRECT OPTION, SHALL HAVE A FINAL OPPORTUNITY TO REMEDY.

**DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:** THE ORIGINAL CONSUMER PURCHASER OF THIS RECREATIONAL VEHICLE AND ANY PERSON TO WHOM THIS UNIT IS TRANSFERRED, AND ANY PERSON WHO IS AN INTENDED OR UNINTENDED USER OR BENEFICIARY OF THIS UNIT, SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**NOTICE** of any dispute or claim arising under this warranty or any applicable Federal or State laws must be sent to Warrantor at: Forest River Inc., 55470 CR 1, P.O. Box 3030, Elkhart, Indiana 46515-3030

The terms, conditions, rights and responsibilities of this warranty shall be governed by the laws of the State of Indiana notwithstanding any other state laws.

**WARRANTOR'S OBLIGATIONS:** Warrantor will remedy substantial defects in materials and workmanship caused by Warrantor. Warrantor shall elect to remedy the defect from among the following: repair or replacement. Warranty performance can only be obtained at Warrantor's authorized dealers and service centers and from Warrantor at the discretion of the Warrantor. All costs incurred in transporting this recreational vehicle for warranty service shall be borne by Purchaser. Warrantor shall remedy the defect within a reasonable amount of time after appointment and delivery by Purchaser. All of Warrantor's expenses in remedying the defect shall be borne by the Warrantor.

**PURCHASER'S OBLIGATIONS:** Purchaser shall deliver this recreational vehicle for warranty service within a reasonable time after discovery of the defect and in no event after expiration of the Warranty Period, which Warranty Period is one (1) year. All expenses incurred by Purchaser in obtaining warranty service shall be borne by Purchaser. Warranty service shall, whenever possible, be scheduled with the selling dealer by an appointment in order to avoid possible delays. Purchaser can, if necessary, obtain a list of persons authorized to perform warranty service by contacting Warrantor at the above address. No action to enforce express or implied warranties shall be commenced without prior written notice to the manufacturer and/or Warrantor at the address listed above of the alleged defect or nonconformity or the authorized repair facility's failed repair attempt and MANUFACTURER, AT ITS DIRECT OPTION, SHALL HAVE A FINAL OPPORTUNITY TO REMEDY.

**EVENTS DISCHARGING WARRANTOR FROM OBLIGATION UNDER THIS WARRANTY:** Misuse or neglect, including failure to provide reasonable and necessary maintenance, unauthorized alteration, accident, and improper loading, commercial use or leasing of the recreational vehicle, shall discharge Warrantor from any obligation under this Warranty. Notwithstanding these or other terms discharging the Warrantor, the provision of service by a Forest River authorized service center, authorization of repairs by Forest River, or any other attempt to resolve a complaint or request for warranty service shall not constitute a waiver of Warrantor's rights.

**PARTS AND DESIGN CHANGES:** Warrantor reserves the right to change the parts and design of its recreational vehicle from time to time without notice and with no obligation to maintain spare parts or make corresponding changes in its products previously manufactured.

**OBTAINING WARRANTY SERVICE:** To ensure your local dealer's personal interest in your complete satisfaction, it is recommended that all warranty service be performed by the authorized dealer from whom you purchased your unit. Following a move or as you are travelling, should warranty service become necessary, such service shall be performed by any authorized dealer in the United States or Canada. Such service shall also, whenever possible, be scheduled by an appointment in order to avoid possible delays.

**WARRANTY REGISTRATION:** A warranty registration is to be completed by the owner at the time of purchase and returned to the Warrantor. The return of this registration is a condition precedent to warranty coverage; failure to return the completed registration to Warrantor will invalidate this Warranty.

**OTHER WARRANTIES:** As indicated in the paragraph above, entitled 'Exclusions From This Warranty', certain items that are not covered by this Warranty may be warranted separately by their manufacturers or suppliers. In order to validate those warranties, you may also be required to complete and return to the appropriate manufacturer the warranty forms included with the information package. See these warranties with respect to their terms and conditions. These other warranties may cover such items as chassis, tires, tubes, batteries, optional generators, and appliances, which are not covered by this Limited Warranty. For service or parts required for these products, it may be necessary to write or call the product manufacturer to obtain the nearest authorized service center location. In requesting parts for separately warranted products from the manufacturer of the product or its authorized service center, it may also be necessary to first obtain a warranty work authorization number before the work is done. It may also be necessary to provide the Product Name, Model and Serial Number along with the description of the problem and part needed, plus shipping instructions.

**OWNER ASSISTANCE:** Your confidence and goodwill are important to Forest River Inc. as is maintaining a pleasant relationship with our dealers. We, at Forest River, recognize that there may be occasions when a warranty or service problem is not handled to your satisfaction. After discussing the situation with the dealership management, if your problem has not been resolved to your satisfaction, we welcome you to contact the Forest River Customer Service Manager at the address listed above. Our recommendations for an agreeable solution will be communicated to the local dealer. Forest River customer service contacts can be found in our owner's manual or by visiting [www.forestriverinc.com](http://www.forestriverinc.com).

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Revised 3/25/19

# EXHIBIT C



RON HOOVER COMPANIES OF BOERNE, INC.  
 29277 IH-10 WEST  
 BOERNE TX  
 US  
 78006  
 830-981-9543

## WORK ORDER # 12095

Completed:	Customer: 196121 - EICHINGER, MATTHEW
Invoice #:	Address: 16668 FALLEN TREE
Author: SO17177	SAN ANTONIO, TX
Stock No: 26317	78247
Year/Make: 2019 MC COACHMEN FREEL	Home Phone: (210) 771-6356
Model: 32FS	Work Phone:
Serial No: FLW422309	Purchase Date: 06 SEP 19
Chassis No: 1FDXE4FS5JDC13404	Date In: 10 OCT 19
Mileage: 1459	Promise Date: 10 OCT 19
Key No:	Schedule Date:
Location: IH	License No:
Reqn No:	Trim: NUTMEG
Warr. Date: 06 SEP 19	Promise Time:
Cust PO#:	
Print Date: 31 OCT 19	

\*\*\*\*\*  
 Job # Description JOB INFORMATION Type Bill To  
 \*\*\*\*\*  
 1 COMPLAINT: C/S TOILET CLOGS UP-THERE WAS A CLOG AT E 196121 EICHI  
 TIME OF DROP OFF-CUSTOMER STATED IT WAS  
 EMPTY  
 CAUSE: TOILET HAS LOTS OF DRIED PAPER CAUSING  
 CLOG-NOT ENOUGH WATER  
 CORRECTION: CLEAN AND FLUSH TANK-R/RI TOILET TO  
 INSPECT DOWNPIPE-DISTANCE IS  
 GOOD-INSPECTED PLUMBING-ALL GOOD  
 2 COMPLAINT: C/S WINDOW BEHIND RECLINERS RATTLES E 196121 EICHI  
 LOUDLY  
 CAUSE: CND-TEST DROVE-NO ABNORMAL NOISE-LOW  
 FUEL LEVEL-COULD ONLY TEST FOR A FEW  
 MILES  
 CORRECTION: TEST DROVE AND USED COMPRESSED AIR TO  
 BLOW AROUND WINDOW-COULD NOT DUPLICATE  
 3 COMPLAINT: C/S THE FRIDGE KEEPS FLYING OPEN AND W 1032 FORES  
 MOVES BACK AND FORTH-STILL HAS CONCERN-S  
 CAUSE: NOT SECURED AT TOP SPAN IS WORKING ON THIS   
 CORRECTION: FABRICATE SOME BRACING TO PREVENT  
 MOVEMENT-PARTIAL R/RI OF FRIDGE (1.5)  
 7 COMPLAINT: C/S THE DESIGN OF CAB CREATES EXTREME E 196121 EICHI  
 HEAT IN THE LEG WELLS ENGINE IS UNDER  
 THAT COVER-GETS HOT.  
 CAUSE: NOTE-THSES CUSTOMERS HAD A COUPLE  
 THOUSAND MILE TRIP WITH HOURS OF  
 DRIVING-WE CANNOT DUPLICATE THE EXTREME  
 HEAT-SOME HEAT IS NORMAL.  
 CORRECTION: R/R DOGHOUSE COVER AND INSPECT FOR

Continued on page 2

PAGE 2

Work Order : 12095

	Job #	Description	JOB INFORMATION	Type Bill To
				*****
8	COMPLAINT:	PROBLEMS-NONE FOUND JUST NOTE. C/S THE PLACEMENT OF THE SHUT OFF VALVE FOR THE WATER TANK IS TOO HARD TO ACCESS-UNDER THE BED-	E	196121 EICHI
	CAUSE:	NO LIFT SUPPORTS THIS IS DESIGNED THIS WAY JUST NOTE.		
9	CORRECTION:	NONE		
	COMPLAINT:	C/S THERE IS NO SPACE TO PREPARE FOOD-THERE SHOULD AT LAST BE A LIFT UP EXTENSION. (2) THE SINK COER SHOULD BE IN 2 PARTS SO THERE IS A WORK SURFACE AND WATER AVAILABLE INSTEAD OF ONLY A HEAVY COUNTER. (3) THE COUCH TABLES ARE USELESS ONE IS STAYING IN A SITE FOR MORE THEN ONE NIGHT AND DOES NOT WANT TO USE THE SLEEPER. (4) SLEEPER IS HEAVY- NO LIFT HANDLES. (5) THE ANTENNA HANDLE IS TOO HIGH. (6) THE BATHROOM IS REALLY CRAMPED.	E	196121 EICHI
	CAUSE:	(8) THE CAB DISPLAY SCREEN IS ON ANGLE THAT MAKES IT DIFFICULT FOR THE DRIVER TO SEE. (9) SHORT SEAT DEPTH IN CAB. (10) NO VISOR MIRRORS IN CAB. (11) OUTSIDE MIRRORS ARE MANUAL ADJUSTING-NOT REMOTE.		
10	CORRECTION:	JUST NOTING THESE CONCERNs.		
	COMPLAINT:	C/S HIS DRIVERS REAR STABILZER DOES NOT WORK EVEN AFTER REPLACING IT FOOT WAS JAMMED UP AT FIRST ATTEMPT-WOULD NOTWORK-FOOT WAS JAMMED UP WHEN RETRACTED-REPOSITION FOOT-RAN MULTIPLE NO LIFT SUPPORTS THIS	E	196121 EICHI
	CAUSE:	C/S HE HAD TO PAY ABOUT \$282.00 TO HAVE THIS JACK REPLACED BY A NON COACHMAN SERVICE PROVIDER.		
11	CORRECTION:	JUST NOTE FOR THE CUSTOMER.		
	COMPLAINT:	C/S THE REPLACEMENT BLACK TANK HANDLE IS TOO FAR UNDER THE CARRIAGE AND AND DIFFICULT TO REACH AND PIPING IS VERY LOW AND PRONE TO SCRAPING DRAINAGE SYSTEM IS DESIGNED THIS WAY.	E	196121 EICHI
	CAUSE:	JUST NOTED		
12	COMPLAINT:	C/S THE COACH DOOR STICKS SHUT AND ALSO FLIES OPEN WHEN SEEKS LOCKED-STUCK INSIDE COACH SEVERAL TIMES CND DOOR OPEN/CLOSES NORMALLY-COULD NOT DUPLICATE CUSTOMERS SPECIFIC CONCERNs JUST NOTE.	E	196121 EICHI
	CAUSE:	JUST A NOTE.		
	CORRECTION:	JUST A NOTE.		
13	COMPLAINT:	C/S HEATER IS LOUD AND VIBRATES NONE TECH COULD NOT DUPLICATE THIS CONCERN	E	196121 EICHI

Continued on page 3

PAGE 3

Work Order : 12095

JUST NOTE.  
 CAUSE: JUST A NOTE.  
 CORRECTION: JUST A NOTE.  
 15 COMPLAINT: C/S COULD NOT INSTALL SIRIUS RADIO E 196121 EICHI  
 WITHOUT AN ADDITIONAL PART ALTHOUGH IT  
 IS ON THE MENU NONE STEREO IS  
 PREPPED-NEED TO ADD ANTENNA AND SERVICE  
 PLAN JUST NOTE.  
 CAUSE: JUST A NOTE.  
 CORRECTION: JUST A NOTE.  
 16 COMPLAINT: C/S THE TOILET DOES NOT HOLD WATER W 1032 FORES  
 CAUSE: FLAP SEAL NOT SITTING PROPERLY  
 CORRECTION: R/RI VALVE FLAP SEAL-REPOSITION

\*\*\*\*\*  
 Job# Lab Code Description LABOUR Mech Bill to Hrs Rate Total  
 \*\*\*\*\*  
 1 L JXM2 E-196121 1.00 129.00 129.00  
 3 L D RHB W-1032 0.50 129.00 64.50  
 16 L D RHB W-1032 0.50 129.00 64.50

\*\*\*\*\*  
 Job # Excode Description EXTRAS bill to Qty Price Total  
 \*\*\*\*\*  
 1 SSN TOILET FLUSH E-196121 1.00 25.00 25.00

## CUSTOMER COMMENTS

\*\*\*\*\*  
 SMO-10/18/2019-CALLED AND LEFT MESSAGE  
 SMO-10/18/2019-SPOKE TO MATT-UPDATED CUSTOMER ON PROGRESS AND DETAILS OF  
 REPAIRS-WE ARE PENDING APPROVAL FROM COACHMAN-REASSURED HIM THAT WE CAN  
 RESOLVE THESE SERVICE ISSUES-WILL HAVE AN ADVISOR FOLLOW UP ON PROGRESS.  
 CK-10/21/19 CLAIM- 010159

SMO-10/25-LEFT MESSAGE FOR MR. EICHINGER-WE ARE FINISHING UP ON HIS  
 REPAIRS-I WILL QC AND HOPEFULLY HAVE HIM READY ON MONDAY-10/28/2019-I  
 WILL FOLLOW UP LATER TODAY.

SMO-10/25-SPOKE TO MR. EICHINGER-REVIEWED REPAIR STATUS-I WILL FOLLOW UP  
 ON MONDAY-10/28/2019

SMO-10/28-SPOKE TO MR. EICHINGER-ALL REPAIRS LOOK GOOD-I LET HIM I SPOKE  
 WITH RICH REGARDING HIS JACK CONCERN AND WE WILL DO THIS TODAY/TOMORROW  
 AND I WILL FOLLOW UP.

SMO-10/29/2019-SPOKE TO MATT-RV IS READY FOR PICK UP-SCHEDULED FOR  
 10/31/2019 AT 11AM.

## BILLINGS SUMMARY

Type	Bill Id	Parts	Labour	Sublet	Extras	Tax	Total
E	196121	0.00	129.00	0.00	25.00	1.69	155.69
W	1032	0.00	129.00	0.00	0.00	0.00	129.00

Continued on page 4

PAGE 4

Work Order : 12095

\*\*\*\*\*

BILLINGS SUMMARY						
Type Bill Id	Parts	Labour	Sublet	Extras	Tax	Total
Totals	0.00	258.00	0.00	25.00	1.69	284.69

\*\*\*\*\*

The above said vehicle has been received as promised. I have inspected the condition of my unit and found it to be satisfactory inside and outside. After careful inspection of work performed and materials furnished, both the work performed and materials used were found to be satisfactory. I understand there is a 60 day warranty on any labor performed and the warranty on the parts used is backed by the manufacturer of the part. There is no warranty on goodwill repairs made at the dealerships expense.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Vehicle drop off date: \_\_\_\_\_

Date of appointment: \_\_\_\_\_

Repair Completion Date: \_\_\_\_\_

Notified of Completion Date: \_\_\_\_\_

Date released: \_\_\_\_\_

I/we the undersigned acknowledge the forgoing as factual and I/we hereby acknowledge receipt of completed copy.

Signature of Owner: \_\_\_\_\_

If dealership is unable to complete repairs immediately following drop-off, customer elects to store recreational vehicle at dealership until repairs are completed. Customer agrees that such storage is voluntary and does not prevent use of recreation vehicle.

Customer Signature: \_\_\_\_\_

CUSTOMER #: 1FDXE4FS5JDC13404

165997



MATT EICHINGER

\*INVOICE\*

PAGE 1

HOME: CONT: N/A  
BUS: CELL:

SERVICE ADVISOR: 9792 ROXY MORRIS



COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
18		FORD F450	1FDXE4FS5JDC13404		6483/6484	T2372	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
06SEP19 DD			17:30 24JAN20		0.00	CASH	28JAN20
R.O. OPENED	READY		OPTIONS: DLR:52E909				
10:21 07JAN20	08:47 28JAN20						

LINE OP CODE TECH TYPE HOURS LIST NET TOTAL

A EXCESSIVE HEAT COMING INSIDE FROM ENGINE

MISC MISC REPAIRS

190 BURGER, BRYAN LIC#: 000534228

CP

0.00 0.00

B\*\* LUBE OIL FILTER

CAUSE: CHANGED OIL &amp; FILTER

LOF LUBE OIL FILTER

9778 CP 30.00 30.00

1 F1AZ\*6731\*BD FILTER ASY - OIL 7.69 4.50 4.50

7 XO\*5W20\*BSP MOTORCRAFT SAE 5W-20 SN SNPLUS 3.08 2.87 20.09

SHOP SUPPLIES

30.36

\*\*\*\*\*OPEN SATURDAY\*\*\*\*\*

FOR YOUR CONVENIENCE WE ARE NOW OPEN ON  
 SATURDAY FROM 7:00AM UNTIL 3:00PM FOR ALL  
 YOUR MAINTENANCE NEEDS. ASK YOUR SERVICE  
 ADVISOR FOR DETAILS AND SCHEDULE AN  
 APPOINTMENT.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER  
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	30.00
PARTS AMOUNT	24.59
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
EPA CHARGES	3.36
TOTAL CHARGES	57.95
LESS INSURANCE	0.00
SALES TAX	2.03
PLEASE PAY THIS AMOUNT	59.98

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER #: 1FDXE4FS5JDC13404

166346


**GRANDE**  
**TRUCK CENTER**

 4562 INTERSTATE 10 EAST  
 P.O. BOX 201210 SAN ANTONIO, TEXAS 78220  
 PHONE: (210) 661-4121  
 San Antonio's largest truck distributor


MATT EICHINGER

\* INVOICE \*

PAGE 1


 HOME: CONT: N/A  
 BUS: CELL:

SERVICE ADVISOR: 9792 ROXY MORRIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
18	FORD F450	1FDXE4FS5JDC13404			6488/6488	T2372
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
06SEP19 DD			17:30 28JAN20		0.00	CASH

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
15:23	28JAN20	09:27	02MAR20	A ADD HEAT SHIELDS			

## MISC MISC REPAIRS

190 BURGER, BRYAN LIC#: 000534228

CP

135.00 135.00

 1 OSP DES 010401 85.78 85.78 85.78  
 6488 Installed extra heat shields on passenger side foot well area.

## SHOP SUPPLIES

15.12

\*\*\*\*\*OPEN SATURDAY\*\*\*\*\*

FOR YOUR CONVENIENCE WE ARE NOW OPEN ON  
 SATURDAY FROM 7:00AM UNTIL 3:00PM FOR ALL  
 YOUR MAINTENANCE NEEDS. ASK YOUR SERVICE  
 ADVISOR FOR DETAILS AND SCHEDULE AN  
 APPOINTMENT

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

**STATEMENT OF DISCLAIMER**  
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	135.00
PARTS AMOUNT	85.78
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
EPA CHARGES	15.12
TOTAL CHARGES	235.90
LESS INSURANCE	0.00
SALES TAX	7.08

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

PLEASE PAY  
THIS AMOUNT

242.98

# EXHIBIT D

**LAW OFFICES OF JASON S HEGEDUS PLLC**

Attorneys and Counselors at Law  
2929 Allen Pkwy  
Suite 200  
Houston, TX 77019

---

Telephone (281) 742-9501  
Facsimile (888) 809-7010  
Email: info@hegalaw.com

October 14, 2019

COACHMEN RV  
423 N Main Street P.O. Box 30  
Middlebury, IN 46540

Re: Matthew Eichinger  
Vehicle: 2019 Coachmen Freelander Class C  
VIN: 1FDXE4FSSJDC13404

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Matthew Eichinger relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

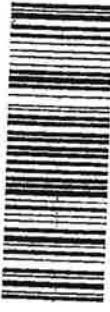
Respectfully submitted,

LAW OFFICES OF JASON S HEGEDUS PLLC  
By: s/n Adam Mott  
Attorney for Plaintiff

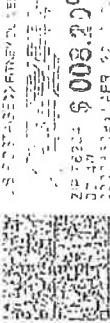
CC: Ron Hoover RV & Marine of San Antonio, 29277 IH - 10 West, Boerne, TX 78006

MARY ANGIE GARCIA  
BEXAR COUNTY DISTRICT CLERK  
Paul Elizondo Tower  
101 W. Nueva, Suite 217  
San Antonio, TX 78205-3411

SEARCHED INDEXED



7029 1120 0000 3176 4410



COACHMEN RU  
C/O CORPORATION SERVICE CSC-LAWYERS INCORF  
211 EAST 7TH STREET 620  
AUSTIN, TX 78701

2020C07178 4/21/2020 C10CM LIBRARY USE TILL 6

SEARCHED INDEXED SERIALIZED FILED

FILED  
5/4/2020 3:52 PM  
Mary Angie Garcia  
Bexar County District Clerk  
Accepted By: Michael Yanas

**CAUSE NO. 2020CI07178**

**MATTHEW S. EICHINGER,** §  
§  
§  
§  
§  
§  
**Plaintiff,** §  
vs. §  
**BEXAR COUNTY, TEXAS**  
**COACHMEN RV, a division of**  
**FOREST RIVER, INC. and FORD**  
**MOTOR COMPANY,** §  
**Defendants.** §  
**225TH JUDICIAL DISTRICT**

## **DEFENDANT FOREST RIVER, INC.'S ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW FOREST RIVER, INC., Defendant, in the above-styled and numbered cause and makes and files this its Original Answer in response to Plaintiff's Original Petition (or latest live pleading subsequently filed) and would respectfully show unto the Court the following:

I.

## ANSWER

#### **A. General Denial**

Defendant generally denies each and every, all and singular, the allegations contained in Plaintiff's Original Petition (or latest live pleading subsequently filed) and demands strict proof thereof by the appropriate standards of proof under Texas law. *See Tex. R. Civ. P. 92.*

### **B. Defenses/Affirmative Defenses**

- 1) Plaintiff fails to state or plead cognizable causes of action.
  - 2) Plaintiff's claims are not available or valid since any non-conformities about which Plaintiff complains have been seasonably cured or, alternatively, Defendant has not had an adequate notice and opportunity to cure such alleged non-conformities.

- 3) Plaintiff's claims are not available since there was a substantial change in the condition of the motorhome which was not caused by its own alleged defects.
- 4) To the extent Plaintiff claims Defendant breached an express warranty, implied warranty of merchantability or implied warranty of fitness for particular purpose, Plaintiff is barred or limited from recovery herein by the conspicuous limitation and disclaimer of warranties language contained in paperwork (e.g. sales contract or Forest River's limited warranty document) provided to Plaintiff.
- 5) To the extent Defendant has provided a warranty of any type to Plaintiff (e.g. express, implied warranty of merchantability or implied warranty of fitness for particular purpose), Plaintiff is limited or barred altogether from recovery of damages herein, including incidental and consequential damages, by the conspicuous limitation of remedies provision(s) contained in the paperwork (e.g. sales contract or Forest River limited warranty document) provided to Plaintiff.
- 6) To the extent Defendant has provided a warranty of any type to Plaintiff (e.g. express, implied warranty of merchantability or implied warranty of fitness for particular purpose), Plaintiffs are barred from recovery herein by the conspicuous warranty disclaimers, including language limiting the duration of any implied warranties, contained in the paperwork (e.g. sales contract or Forest River limited warranty document) provided to Plaintiff.
- 7) Plaintiff, due to his own negligence, is barred from recovery by the doctrines of comparative negligence, contributory negligence, comparative responsibility and/or comparative causation. *See generally* Chapter 33, Texas Civ. Pract. & Rem. Code.
- 8) Plaintiff is barred from recovery because his own misuse of, improper use of, unreasonable use of, or failure to provide reasonable and necessary maintenance to the motorhome made the basis of this lawsuit proximately caused the alleged damages about which he now complains and

for which she now seeks recovery.

9) Any damages alleged by Plaintiff was solely caused by the acts or omissions of others (including but not limited to third parties) over whom Defendant has no supervision or control, and there was no damage proximately resulting from the conduct of Defendant.

10) Plaintiff's claims, if any, for loss of use damages is too speculative to be an appropriate measure of damages at trial. Unlike for example, automobiles, motorhomes are usually not used on a daily basis. Plaintiff is unable to demonstrate with any adequate certainty that he would have used the motorhome at issue during most, if not all, of the times it was allegedly being repaired or out of service.

11) Plaintiff is barred from recovery as set forth in the events discharging warrantor from obligation pursuant to the terms of express warranty including, but not limited to, providing Defendant with adequate and sufficient notice of any alleged problems of the motorhome covered under Defendant's limited written warranty and allowing Defendant with an opportunity to cure any alleged problems with the motorhome under Defendant's limited written warranty.

12) Plaintiff's claim for rescission or revocation of acceptance, if any, are not available against Defendant since Plaintiff is not in contractual privy with Defendant.

13) Plaintiff's claim for rescission or revocation of acceptance, if any, is not available since Plaintiff did not properly revoke acceptance of the motorhome in issue.

14) Plaintiff's claim for rescission or revocation of acceptance, if any, are not available since no non-conformities in the motorhome exist, let alone non-conformities which substantially impair the motorhome's value or use to Plaintiff.

15) Plaintiff's claim for rescission or revocation of acceptance, if any, are not available since any non-conformities about which Plaintiff complains have been seasonably cured or,

alternatively, Defendant has not had an adequate opportunity to cure such alleged non-conformities.

16) Plaintiff's claim for rescission or revocation of acceptance, if any, are not available since he did not seasonably or timely notify Defendant of his desire or intent to revoke acceptance.

17) Plaintiff's claim for rescission or revocation of acceptance, if any, are not available since Plaintiff did not revoke acceptance, if at all, within a reasonable time after he discovered or should have discovered the ground(s) for it.

18) Plaintiff's claim for rescission or revocation of acceptance, if any, are not available since, prior to revocation, there was a substantial change in the condition of the motorhome, which was not caused by its own alleged defects.

19) Plaintiff's claims for rescission or revocation of acceptance, if any, are not available since, after revoking acceptance, if at all, Plaintiff did not adhere to his post-revocation duties under the UCC. *See e.g.* Tex. Bus. & Comm. Code §2-608(c); Tex. Bus. & Comm. Code §§2-602, 2-604. Specifically, Plaintiff has failed to mitigate damages by reselling the motorhome at issue as discussed in §2-604. Plaintiff instead has continued to keep and use, at his option, the motorhome, benefiting therefrom, all the while contributing to its wear, tear, and depreciation in value beyond that which would normally occur.

20) Plaintiff's claims for rescission or revocation of acceptance, if any, are not available since equitable remedies such as those are not available when an adequate remedy at law – money damages in particular – is available. In this matter, money damages are available to make Plaintiff whole in the event his claims are determined to have merit.

21) Plaintiff's claims in whole or part are barred by the exclusions contained in the express warranty.

- 22) Plaintiff is barred from recovery as set forth in the events discharging warrantor from obligation pursuant to the terms of the express warranty.
- 23) Defendant hereby gives notice that it intends to rely upon such other defenses as may become available or appear during discovery proceeding in this case and hereby reserves its right to amend its answer to assert such defense(s).

**II.**

**JURY DEMAND**

Defendant hereby demands a jury trial on all issues so properly triable.

**III.**

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Defendant prays as follows:

1. That Plaintiff take nothing by reason of his Original Petition (or latest live pleading subsequently filed), and that judgment be rendered in favor of Defendant;
2. That Defendant be awarded its costs of suit incurred in defense of this action;
3. For such other relief as the Court deems proper.

Respectfully submitted,

/s/ D.G. Majors

D.G. Majors, TX Bar No. 24013086

CROWE, ARNOLD & MAJORS LLP

6550 Bank of America Plaza

901 Main Street

Dallas, Texas 75202

214-231-0555 Telephone

214-231-0556 Facsimile

Email: [dmajors@camlawllp.com](mailto:dmajors@camlawllp.com)

**ATTORNEY FOR DEFENDANT**

**COACHMEN RV, a Division of FOREST  
RIVER, INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that on May 4, 2020 a true and correct copy of the above and foregoing document has been served upon the following counsel:

Adam Mott  
Law Offices of Jason S. Hegedus, PLLC  
2929 Allen Parkway, Suite 200  
Houston, Texas 77019  
Telephone (281) 742-9501 ext. 125  
Facsimile (888) 809-7010  
[amott@hegalaw.com](mailto:amott@hegalaw.com)  
*Attorney for Plaintiff Matthew S. Eichinger*

\_\_\_\_\_  
/s/ D.G. Majors  
D.G. Majors

**CAUSE NO. 2020CI07178**

MATTHEW S. EICHINGER, § IN THE DISTRICT COURT  
§  
Plaintiff, §  
§  
v. § BEXAR COUNTY, TEXAS  
§  
COACHMEN RV, a division of FOREST §  
RIVER, INC. and FORD MOTOR §  
COMPANY, §  
§  
Defendants. § 225TH JUDICIAL DISTRICT

**DEFENDANT FORD MOTOR COMPANY'S SPECIAL EXCEPTIONS, ANSWER TO PLAINTIFF'S  
ORIGINAL PETITION, REQUEST FOR DISCLOSURE, AND RELIANCE ON JURY DEMAND**

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now, Defendant Ford Motor Company ("Ford"), and files this its Special Exceptions, Answer to Plaintiff's Original Petition, Request for Disclosure, and Reliance on Jury Demand as follows:

**A. SPECIAL EXCEPTIONS**

1. Ford specially excepts to Plaintiff's Original Petition pursuant to TEX. R. CIV. P. 47 and asks that Plaintiff be required to replead and to identify the maximum amount of damages being sought.

**B. GENERAL DENIAL**

2. Ford exercises the right granted to it by law to file a general denial and denies each and every material allegation of fact contained in Plaintiff's Original Petition and demands strict proof thereof.

**C. AFFIRMATIVE DEFENSES**

3. The vehicle's limited, express warranty contains a valid and effective limitation of remedies.

4. The vehicle's limited, express warranty validly and effectively excludes loss of use damages as well as all consequential and incidental damages.

5. The duration of any implied warranty is limited to the duration of the express warranty by the terms of the express warranty.

6. Ford states that Plaintiff's claims are barred on account of Plaintiff's failure to give notice as required by law, including, but not limited to, Tex. Bus. & Com. Code § 2.607.

7. Ford denies that the Plaintiff has satisfied all conditions precedent to recovery under the law or the terms of the express limited warranty applicable to the subject vehicle.

8. Ford pleads as an affirmative defense, the economic loss rule.

9. Ford pleads that Plaintiff has failed to mitigate the alleged damages, including, but not limited to, attorneys' fees.

10. Ford contends that the conduct alleged by Plaintiff, which is generally denied, constitutes a mere breach of contract and not a violation of the Texas Deceptive Trade Practices Act.

11. Ford pleads all available defenses under Article 2 of the Texas Business and Commerce Code.

12. In the unlikely event Plaintiff is entitled to a revocation of acceptance, or a return of purchase price, Ford requests an offset of, and counterclaims for, Plaintiff's use and benefit of the subject vehicle.

13. For further answer, if such be necessary, Ford requests that in accordance with TEX. CIV. PRAC. & REM. CODE § 33.003 the jury determine the percentage of responsibility for causing in any way the harm for which recovery of damages is sought of the Plaintiff, each settling person

and each responsible third party who has been designated under TEX. CIV. PRAC. & REM. CODE § 33.004.

14. For further answer, if such be necessary, Ford alleges that Plaintiff may not recover any amount of damages if Plaintiff's percentage of responsibility is greater than fifty percent (50%) regardless of the theory of recovery pled. TEX. CIV. PRAC. & REM. CODE § 33.001.

**D. REQUEST FOR DISCLOSURE**

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff is requested to disclose, within 30 days of this request, the information or material described in Rule 194.2.

**E. RELIANCE ON JURY DEMAND**

Pursuant to Rule 216 of the Texas Rules of Civil Procedure, Ford hereby relies on Plaintiff's jury demand.

WHEREFORE, PREMISES CONSIDERED, Ford prays that upon trial hereof Plaintiff recover nothing by this action. Ford further requests all costs incurred herein, and such other and further relief, general or special, as it may show itself entitled to receive.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: /s/ John W. Chambless II  
John W. Chambless II  
State Bar No. 00796334  
E-Mail: jchambless@thompsoncoe.com

701 Brazos, Suite 1500  
Austin, Texas 78701  
Telephone: (512) 703-5073  
Fax: (512) 708-8777

and

Israel Flores, Jr. (Attorney-in-Charge)  
State Bar No. 24074209  
E-mail: [iflores@thompsoncoe.com](mailto:iflores@thompsoncoe.com)  
Thompson, Coe, Cousins & Irons, L.L.P.  
700 N. Pearl St., 25th Floor  
Dallas, Texas 75201  
Telephone: (214) 880-2579  
Fax: (214) 871-8209

**ATTORNEYS FOR DEFENDANT  
FORD MOTOR COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that on this 15th day of May, 2020, a true and correct copy of the foregoing was filed electronically and has been forwarded to all known counsel of record as set forth below by electronic mail, in compliance with the Texas Rules of Civil Procedure.

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